

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY,
THE DEPARTMENT OF JUSTICE,
AND
THE DEPARTMENT OF THE TREASURY
REGARDING
A JOINT TACTICAL WIRELESS COMMUNICATIONS SYSTEM**

1. **PARTIES.** The parties to this Agreement are the Department of Homeland Security (DHS), the Department of Justice (DOJ), and the Department of the Treasury (Treasury).
2. **AUTHORITY.** This Agreement is authorized under the provisions of the Homeland Security Act of 2002, codified in Title 6, U.S. Code.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which DHS, DOJ, and the Treasury will establish commitments, responsibilities, and agreements necessary with which Department will develop, implement, and manage the operation of a joint wireless communications system to support federal law enforcement and homeland security operations throughout the United States, hereinafter referred to as the Integrated Wireless Network (IWN).

The specific goals of the IWN program include:

- a. To meet each Departments functional and operational requirements for tactical wireless communications;
- b. To improve communications interoperability among the law enforcement agencies of the Departments (DHS, DOJ, and the Treasury);
- c. To improve communications interoperability between the Departments and state, local, and other federal law enforcement and homeland security agencies;
- d. To achieve cost efficiencies; and
- e. To achieve efficient use of radio spectrum and compliance with the National Telecommunications and Information Administration narrowband mandate.

The governance of the IWN program shall include:

- a. The IWN program will be governed by the IWN Executive Board (IEB) that will be comprised of the Chief Information Officer of each of the Departments.
- b. The IEB will review and approve all key business and policy issues related to the implementation and management of the IWN program, including program budgets, system deployment priorities, and strategic program management issues (e.g., acquisition strategy, overall concepts of operation, security policies, among others).

- c. The IEB will oversee and evaluate the conduct of program management duties performed by the Joint Program Office and National Project Team.
- d. Decisions of the IEB will be made by consensus reached among the three Departments.

The Joint Program Office (JPO) shall perform the IWN program management functions in accordance with instructions from the IEB.

- a. The JPO shall consist of staff assigned to the Office on a full-time basis from each of the Departments. Such staff may include contractor staff.
- b. JPO responsibilities include:
 - 1. Executing all aspects of the system development life-cycle;
 - 2. Performing all IWN program administrative and project management functions;
 - 3. Consulting with the National Project Team to determine how best to meet the component/bureau IWN-related requirements; and
 - 4. Developing the program budget, policy, and concept of operations recommendations for consideration by the IWN Executive Board.

The National Project Team (NPT) shall provide input to and advise the JPO on the requirements of the individual components/bureaus participating in the IWN program.

- a. The NPT will be comprised of representatives from each component/bureau participating in the IWN program.
- b. NPT member responsibilities include:
 - 1. Providing information to the JPO required for the development, implementation, and administration of the IWN system;
 - 2. Reviewing IWN deliverables to determine if the deliverables meet component/bureau requirements; and
 - 3. Providing advice to their respective Department CIO on recommendations submitted to the IEB for decision.

4. **RESPONSIBILITIES.** The responsibilities of DHS, DOJ, and the Treasury are as described below.

DHS will:

- a. Participate in the joint governance of the IWN program.
- b. Participate in the joint program management of the system definition, implementation, and administration of the IWN program.
- c. Subject to the availability of funding, contribute resources (staff, facilities, funding, and radio spectrum) necessary to develop and implement the IWN in a timely manner.
- d. Make implementation of and migration to the IWN a priority for the Department's wireless program.

- e. Subject to the availability of funding, share in the cost of the IWN infrastructure and program administration costs.
- f. Fund the cost of Department-specific equipment, such as IWN subscriber radios, consoles, and operator workstations, including equipment installation.
- g. Collaborate annually on a joint budget submission for the IWN program.
- h. Assign staff to the JPO who have skills and experience commensurate with the tasks that the JPO is directed to perform.
- i. Assign a number of staff to the JPO equal to that assigned by DOJ.
- j. Staff assigned to the JPO shall remain employees of and shall be compensated by their "home" Departments.
- k. Provide facilities to house IWN equipment, system operations, and program management functions.
- l. To the extent practicable, strive to share the burden of facilities equally with DOJ.
- m. Provide radio spectrum needed to implement the IWN based on which radio spectrum:
 - 1. Best meets the needs of the IWN; and
 - 2. Is already allocated for like purposes (i.e., for tactical wireless communications systems supporting law enforcement/homeland security operations at or near the specific geographic location in question).

DOJ will:

- a. Participate in the joint governance of the IWN program.
- b. Participate in the joint program management of the system definition, implementation, and administration of the IWN program.
- c. Subject to the availability of funding, contribute resources (staff, facilities, funding, and radio spectrum) necessary to develop and implement the IWN in a timely manner.
- d. Make implementation of and migration to the IWN a priority for the Department's wireless program.
- e. Subject to the availability of funding, share in the cost of the IWN infrastructure and program administration costs.
- f. Fund the cost of Department-specific equipment, such as IWN subscriber radios, consoles, and operator workstations, including equipment installation.
- g. Collaborate annually on a joint budget submission for the IWN program.
- h. Assign staff to the JPO who have skills and experience commensurate with the tasks that the JPO is directed to perform.
- i. Assign a number of staff to the JPO equal to that assigned by DHS.
- j. Staff assigned to the JPO shall remain employees of and shall be compensated by their "home" Departments.
- k. Provide facilities to house IWN equipment, system operations, and program management functions.
- l. To the extent practicable, strive to share the burden of facilities equally with DHS.
- m. Provide radio spectrum needed to implement the IWN based on which radio spectrum:

1. Best meets the needs of the IWN; and
2. Is already allocated for like purposes (i.e., for tactical wireless communications system supporting law enforcement/homeland security operations at or near the specific geographic location in question).

The Treasury will:

- a. Participate in the joint governance of the IWN program.
 - b. Participate in the joint program management of the system definition, implementation, and administration of the IWN program.
 - c. Subject to the availability of funding, contribute resources (staff, facilities, funding, and radio spectrum) necessary to develop and implement the IWN in a timely manner.
 - d. Make implementation of and migration to the IWN a priority for the Department's wireless program.
 - e. Commit resources commensurate with the Treasury's level of participation in the IWN program.
 - f. Subject to the availability of funding, share in the cost of the IWN infrastructure and program administration costs.
 - g. Fund the cost of Department-specific equipment, such as IWN subscriber radios, consoles, and operator workstations, including equipment installation.
 - h. Collaborate annually on a joint budget submission for the IWN program.
 - i. Assign staff to the JPO to the extent that Treasury employees have the skills and experience required to perform JPO task assignments
 - j. Staff assigned to the JPO shall remain employees of and shall be compensated by their "home" Departments.
5. **POINTS OF CONTACT:** The points of contact for each Department are as shown below.

DHS:

Sean Thrash
Director, Wireless Management Office
Department of Homeland Security
7th & D St, SW
Washington, DC
202-772-9948 Office
202-358-1480 Fax
Sean.Thrash@dhs.gov

DOJ:

Michael Duffy
Deputy CIO, E-Government
Department of Justice
950 Pennsylvania Ave, NW
Washington, DC 20530

202-305-4568 Office
202-514-1225 Fax
Michael.Duffy@usdoj.gov

Treasury:

Harry Alton Lee
Director, Enterprise Solutions
Office of the CIO
Department of the Treasury
1750 Pennsylvania Avenue, N.W., # 7168
Washington, DC 20220
202-622-0683 Office
202-622-3313 Fax
202-360-6006 Mobile
Harry.Lee@do.treas.gov

6. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS, DOJ, or the Treasury. In a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

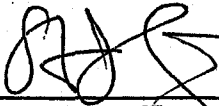
Should additional more comprehensive detail be required relative to specific projects, initiatives, and/or undertakings, the Parties hereby agree that said detail will be delineated in additional Agreements subordinate to this.

7. EFFECTIVE DATE. The terms of this agreement will become effective as of the date of final signature, are subject to periodic review by the signatories, and will continue in full force until a subsequent MOU is signed.

8. MODIFICATION. The agreement may be modified upon the mutual written consent of all parties.

9. TERMINATION. The terms of this agreement, as modified with the consent of all parties, will remain in effect throughout the IWN Program. The agreement may be extended by mutual written agreement of the parties. Any party upon 60 days written notice to the other party may terminate this agreement.

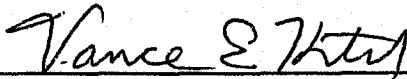
APPROVED BY:

 J COOPER

Chief Information Officer
Department of Homeland Security

10 MAY 2004

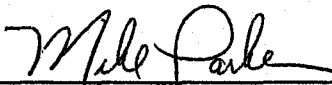
Date



Chief Information Officer
Department of Justice

6/1/04

Date



Acting Chief Information Officer
Department of the Treasury

6/7/04

Date